

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code <b>08</b>		Page <b>1</b>		Pages <b>2</b>																																									
2. AMENDMENT/MODIFICATION NO. <b>61</b>			3. EFFECTIVE DATE <b>JUL 03 2006</b>		4. REQUISITION/PURCHASE REQ. NO. <b>See Page 1(a)</b>		5. PROJECT NO. (If applicable)																																										
6. ISSUED BY  Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812			CODE <b>PS33, MGH</b>		7. ADMINISTERED BY (If other than Item 6) <b>Edgar F. Sanchez</b> Ph.: 256-544-0175 Fax: 256-544-9080 Email: <a href="mailto:Edgar.F.Sanchez@nasa.gov">Edgar.F.Sanchez@nasa.gov</a> AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566		CODE <b>PS33, MGH</b>																																										
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Al Signal Research, Inc. 3411 Triana Blvd SW Huntsville, AL 35805					(X) 9A. AMENDMENT OF SOLICITATION NO.																																												
										9B. DATED (SEE ITEM 11)																																							
					10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NAS8-02047</b>																																												
					CODE <b>SAP 127909</b>					10B. DATED (SEE ITEM 13) <b>02/15/02</b>																																							
FACILITY CODE <b>CAGE 004R1</b>																																																	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS																																																	
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.																																																	
12. ACCOUNTING AND APPROPRIATION DATA (If required) <div style="text-align: center;">See Page 1A</div>																																																	
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14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)																																																	
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Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.																																																	
15A. NAME AND TITLE OF SIGNER (Type or print) <b>D.E. Smith, General Manager</b>					16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Warren G. Jones, Jr, Contracting Officer</b>																																												
15B. CONTRACTOR/OFFEROR  <i>DES</i> (Signature of person authorized to sign)			15C. DATE SIGNED  <b>6/29/06</b>		16B. UNITED STATES OF AMERICA BY <i>Warren G. Jones Jr</i> (Signature of Contracting Officer)			16C. DATE SIGNED  <b>JUN 29 2006</b>																																									
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE																																																	

PR	Source of Funds	Amount
4200159329	Office Of Human Capital	\$110,129.00
4200160277	Office Of Human Capital	\$171,483.00
	Total	\$281,613.00

The purposes of this modification are to: a) definitize the contractors proposal that incorporated support services requirement under Performance Work Statement (PWS) subparagraphs 9.0 (Academic Affairs) and 5.0 (Learning and Organizational Development) submitted in response to NASA/MSFC Letter Request for Proposal dated June 2, 2005 (b) change the contact and incentive fee values for the current option period 4 that reflects the total negotiated estimated cost of \$260,144 (Cost:\$245,419 and Fee:\$14,725) and c) provide incremental funding in the amount of \$281,613. The following foregoing action is further implemented by the inclusion of the following changes:

- A. Under Clause B.2, Estimated Cost and Contract Fee, make the following modifications.
- Under paragraph (a) option period 4, increase the estimated cost by \$245,419 from \$8,177,347 to \$8,422,766 and increase incentive fee by \$14,725 from \$391,796 to \$406,521. As such, the overall estimated Total Cost & Fee for option period 4 is increased by \$260,144 from \$8,569,143 to \$8,829,287.
  - In addition under paragraph (b) option period 4 the "Maximum Available Incentive Fee" for the period of 2/15/06-08/14/06 by \$7,363 from \$195,897 to \$203,260 and for the period of 08/15/06-02/14/07 by \$7,362 from \$195,899 to \$203,261. The total fee being increase for option 4 is \$14,725.
- B. Under Clause B.5, Contract Funding, is modified as follows to reflect the obligation of \$281,613.
- Subparagraph (a) is modified as follows:
    - Increase the funded amount from \$37,232,155 by \$266,888 to \$37,499,043.
    - No revision to the funding coverage date of September 22, 2006.
  - Subparagraph (b) is modified as follows:
    - Increase the additional amount obligated under this contract for fee from \$1,645,768 by \$14,725 to \$1,660,493.
  - Subparagraph (c) is modified as follows:
    - Increase "Estimated Cost" from \$37,232,155 by \$266,888 to \$37,499,043.
    - Increase "Provisional Incentive Fee", from \$488,079 by \$14,725 to \$502,804.
    - No revision in "Incentive Fee Earned" from \$1,157,689 by \$0 to \$1,157,689.
    - Increase "Total Sum Allotted" from \$38,877,923 by \$281,613 to \$39,159,536.

- C. Under Attachment J-1, Performance Work Statement, the additional effort is incorporated under subparagraphs 9.0 (Academic Affairs) and 5.0 (Learning and Organizational Development). These changes are reflected on the enclosed slip sheet pages. The period of performance of this effort shall commence on July 3, 2006 through February 14, 2007.
- D. The modification(s) made above is reflected in total on the change page(s) enclosed herein. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, Contract NAS8-02047. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

<u>Page(s) Deleted</u>	<u>Page(s) Added</u>
B-2	B-2
B-5	B-5
J-1-12	J-1-12
J-1-15	J-1-15
J-1-16	J-1-16

- E. In recognition of the modification(s) agreed to herein as complete equitable adjustment(s) for the contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise to the "proposal(s) attributable to such facts or circumstances giving rise the 'proposal(s) for adjustment."

Contract  
Change Identification  
NASA/MSFC Request  
For Proposal dated  
June 2, 2006

Contractor  
Proposal Number  
ASRI Proposal dated  
June 13, 2006

ASRI Revised Proposal  
Dated: June 19, 2006

- F. All other terms and conditions of contract NAS8-02047 remain unchanged.

Option Yr.3	(A) Mission	02/15/05-2/14/06	\$6,826,950	\$ 0	\$ 0	\$ 310,254	\$7,137,204	Exercised
Option Yr.3	(B) Schedule	02/15/05-2/14/06	\$ 45,095	\$ 0	\$ 0	\$ 8,706	\$ 53,801	Exercised
Option Yr.4	(A) Mission	02/15/06-2/14/07	\$ 8,422,766	\$ 0	\$ 0	\$ 406,521	\$ 8,829,287	Exercised
Option Yr.4	(B) Schedule	02/15/06-2/14/07	\$ 526,846	\$ 0	\$ 0	\$ 31,611	\$ 558,457	Exercised
Total			\$40,670,756	\$ 0	\$ 0	\$1,769,565	\$42,440,321	

(b) The total incentive fee earned during the performance of this contract is as follows:

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Maximum Available Incentive Fee</u>	<u>Incentive Fee Earned</u>	<u>Unearned Incentive Fee</u>
Base Year	(A) Mission	02/15/02-08/14/02	\$130,065	\$127,464	\$2,601
		08/15/02-02/14/03	\$136,628	\$136,628	\$ -0-
Base Year	(B) IDIQ	02/15/02-08/14/02	\$ -0-	\$ -0-	\$ -0-
		08/15/02-02/14/03	\$15,858	\$15,239	\$619
Option Yr. 1	(A) Mission	02/15/03-08/14/03	\$139,652	\$139,652	\$ -0-
		08/15/03-02/14/04	\$204,102	\$204,102	\$ -0-
Option Yr. 1	(B) IDIQ	02/15/03-08/14/03	\$ -0-	\$ -0-	\$ -0-
		08/15/03-02/14/04	\$ 2,363	\$ 2,363	\$ -0-
Option Yr. 2	(A) Mission	02/15/04-08/14/04	\$174,036	\$174,036	\$ -0-
		08/15/04-02/14/05	\$192,949	\$192,949	\$ -0-
Option Yr. 2	(B) IDIQ	02/15/04-08/14/04	\$ 7,062	\$ 7,062	\$ -0-
		08/15/04-02/14/05	\$ 9,758	\$ 9,758	\$ -0-
Option Yr. 3	(A) Mission	02/15/05-08/14/05	\$148,436	\$148,436	\$ -0-
		08/15/05-02/14/06	\$161,818	\$ -0-	\$ -0-
Option Yr. 3	(B) IDIQ	02/15/05-08/14/05	\$ -0-	\$ -0-	\$ -0-
		08/15/05-02/14/06	\$ 8,706	\$ -0-	\$ -0-
Option Yr. 4	(A) Mission	02/15/06-08/14/06	\$203,260	\$ -0-	Unearned
		08/15/06-02/14/07	\$203,261	\$ -0-	Unearned
Option Yr. 4	(B) IDIQ	02/15/06-08/14/06	\$ 15,805	\$ -0-	Unearned
		08/15/06-02/14/07	\$ 15,806	\$ -0-	Unearned
		Total	\$1,769,565	\$1,157,689	\$3,220

(End of clause)

### B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SCHEDULE AND ORDERING PROCEDURES

(a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 11.0 of the PWS.

(b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, the Government's maximum obligation under this

available for the applicable contract year. In the event that the actual incentive fee earned is less than the provisional payment made, the Contractor shall submit to the Government, a credit voucher for the amount of such overpayment. At the Contracting Officer's discretion, should the determined estimate-at-completion (EAC) exceed the total contract value, provisional payment of cost incentive fee may be reduced or terminated.

(c) The Contracting Officer is the determining official for the amount of incentive fee that is earned.

(End of clause)

#### B.5 CONTRACT FUNDING (1852.232-91 (JUN 1990))

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$37,499,043. This allotment is for the Human Capital Office and Strategic Communication Office Support Services and covers the following estimated period of performance: February 15, 2002 through September 22, 2006.

(b) An additional amount of \$1,660,493 is obligated under this contract for payment of fee.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$37,232,155	\$ 266,888	\$37,499,043
Provisional Incentive Fee	\$ 488,079	\$ 14,725	\$ 502,804
Incentive Fee Earned	<u>\$ 1,157,689</u>	<u>\$ 0</u>	<u>\$ 1,157,689</u>
Total Sum Allotted	\$38,877,923	\$ 281,613	\$39,159,536

(End of clause)

#### B.6 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-93) (AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
---------------	---------------

5.6.3 The Contractor shall determine all logistical/support requirements for conferences/symposia. The contractor shall consolidate the conference/symposia requirements and submit them to the organization's technical monitor for approval.

5.6.4 The Contractor shall arrange all logistics associated with organizing conferences/symposia, to include catering, rooms, speaker support and audiovisual equipment.

5.6.5 The Contractor shall arrange all logistics and coordination associated with collecting and disbursing of registration fees from non-government personnel attending the conference/symposia; and coordinate paying any speaker's fees. Any fees collected from non-government personnel by the Contractor shall be reflected as a credit on the next voucher for payment submitted by the Contractor pursuant to clause G.1 of the contract. Any uncollected fees or conference cost with outstanding balances shall be reimbursed by the Government.

5.6.6 The Contractor shall attend and support conferences/symposia as needed to ensure they run smoothly, comfortably, and with a minimum of logistical problems. This will involve travel and making arrangement for conferences over 50 miles away from MSFC.

5.6.7 The Contractor shall evaluate the current systems for providing support and continually seek and recommend ways to improve the process, saving costs and time.

5.6.7 The Contractor shall develop meaningful and practical metrics and measure the level of cost saving from current baseline. Create, maintain, and distribute products that convey these metrics to customers and management. The contractor shall show all cost associated with the above in a separate line category within their corporate 533 report each month.

#### 5.7 Incentive Awards Coordination

5.7.1 The Contractor shall perform a variety of duties regarding counseling services to MSFC employees in the areas of the Incentive Awards Programs. For example, participating in the processing of all awards; External Awards; reviewing of the Honor Award Nominations.

5.7.2 The Contractor shall support the administration of the Incentive Awards Program including cash awards for superior accomplishments, honorary awards, and other special awards. The Contractor shall support the planning and administering the activities of the awards program in accordance with available NASA Regulations and policies.

5.7.3 The Contractor shall coordinate incentive awards and fellowship activities between the various organizations and the center by ensuring timely and continuous publicity to all phases of the program by preparing and disseminating appropriate news releases through the Media Relations Office, including write-ups covering individual awards, group awards and similar program activities.

5.7.4 The Contractor shall determine appropriate ceremonies and when deemed advisable, arrange for presentations by Center Director or his designated representative.

5.7.5 The Contractor shall render staff assistance to administrative officers and management officials advising them on the latest regulatory and instructional material relating to the awards program, so that they may be advised of their responsibilities and better able to participate in promoting the awards program throughout the Center.

5.7.6 The Contractor shall serve as a staff assistant and provide management advisory services to the Center in all matters involving the awards program.

5.7.7 The Contractor shall make preliminary reviews of all recommendations for honorary awards and outstanding performance ratings to ensure that they are in compliance with established policies and procedures.

5.8 The contractor shall assist in the review and assignment of appropriate National Security and Risk Designations for Marshall Space Flight Center positions

5.9 The contractor shall provide support services, as required, to assist NASA at MSFC in creating and maintaining an effective, diverse workforce by supporting multiple functions/projects varying in both scope and complexity, including those involving Center and Agency consumption (i.e. Office of the Chief Engineer Academy of Program/Project and Engineering Leadership (APPEL) and MSFC Succession Management Initiative).

#### 6.0 SCIENCE COMMUNICATIONS SUPPORT

The contractor shall coordinate with NASA's Science & Technology Directorate (STD) staff to develop written and Internet-compatible science stories/text, including interactive units and translations featuring NASA science and technology research areas and other NASA themes (such as the Exploration Initiative,

8.5.4 The Contractor shall lead all aspects of the strategic planning process as defined in MPG 1130.1, "MSFC Implementation Planning Process" and MPG 1130.2, "MSFC Annual Report Process." Moved from 7.2

#### 8.6 Roundtable Support

8.6.1 The Contractor shall schedule, organize, and facilitate Center Roundtable meetings in (but not limited to) the Space Transportation, Science, and Engineering Directorates, the Shuttle Project Office, and Flight Projects Office.

8.6.2 The Contractor shall facilitate the Roundtable Coordination Team to identify best practices, and coordinate the various roundtables.

8.6.3 The Contractor shall maintain meeting minutes and action lists. The Contractor shall be involved in the tracking and assisting in the closure of actions.

### 9.0 ACADEMIC AFFAIRS

The Contractor shall provide support in the following areas:

#### 9.1 Elementary and Secondary Education Programs (332-13)

The Contractor shall support Elementary and Secondary Programs that engage students, educators, families, and institutions to achieve established goals. The Contractors shall provide educators with tools, experiences, and opportunities to further their education and participate in unique NASA learning experiences to enhance their knowledge of Science, Technology, Engineering, and Math (STEM). The Contractor shall support the role of educational institutions, which provide the framework to unite students, families, and educators for educational improvement. The contractor shall support the Student Robotics Program

#### 9.2 University Affairs Programs (332-14)

The Contractor shall support the Office of Human Capital's Academic Affairs Office by identifying shortfalls and matches between MSFC research needs and the skills and abilities available within U.S. higher education. The Contractor shall communicate this information to the Academic Affairs Office. Support for this might include, but is not limited to, summer programs for undergraduate and graduate students who could possibly support MSFC research and development. The Contractor shall provide support to institutions of higher education to strengthen their research capabilities and provide opportunities that attract and prepare increasing numbers of students for NASA-related careers. The contractor shall support the Student Launch Initiative University Level.

9.2.1 The Contractor shall identify the research needs of the program offices and departments at Marshall; identify universities with the specific research capability to meet Marshall needs; identify "best practices" of university programs throughout NASA and within other organizations in both the public and private sectors as a basis for developing new university programs. These research activities will include establishing contact, gathering documentation and data from them and other relevant sources, and compiling and communicating the information in an easily digested format.

9.2.2 The Contractor shall support all Educational Programs associated with Equal Employment Office goals and objectives as determined by the University Affairs Officer.

#### 9.3 Educator Resource Center

9.3.1 The Contractor shall operate the MSFC Educator Resource Center (ERC), located off-site at the U.S. Space and Rocket Center, in the Educator Training Facility, to provide educators access to NASA information on state-of-the-art instructional technologies, expertise, and facilities that enhance the teaching of math, science, and technology education at all levels. They shall provide these services in accordance with the Agency's goals and objectives for all ERCs



9.3.2 The Contractor shall respond to customer requests within 5 working days. The current hours of the ERC are 9 a.m. to 5 p.m., Monday through Friday except federal holidays. These hours may be subject to change, depending on NASA and customer needs.

#### 9.4 Informal Education

9.4.1 The Contractor shall provide support for NASA's education goals in informal education settings and with community and industry partners. The contractor shall provide informal partners with information on NASA informal education products and services and opportunities to work with NASA to develop the science, technology, engineering and math (STEM) workforce, encourage students to pursue STEM careers, and engage America in NASA's mission. Informal partners include museums, science centers, after-school programs, community organizations, business and industry, the media and the public.

9.4.2 The Contractor shall provide support for the following special programs: (1) Field Trip to the Moon; (2) Lunarautics; and (3) Radiation and Human Space Flight projects. Project Management duties include oversee overall performance (internal and external deliverables and schedule), manage budget, submit monthly progress reports to the Exploration Systems Mission Directorate (ESMD); coordinate with partners and ESMD on open or vague elements of projects (conferences, dissemination, focus of original proposals). Curriculum development includes the following: research, review and evaluate existing lunar-based materials; develop new lunar-based materials; ensure that lunar materials are in accordance with ESMD/NASA standards and messages; distribution of lunar materials via NASA and other networks. Workshop development includes: develop hands-on classroom activities; deliver workshops featuring hands-on activities at conferences; ensure that materials are in accordance with ESMD and NASA standards and messages; distribution of workshop materials via NASA and other networks

#### 9.5 Program Support

9.5.1 The Contractor shall provide coordination and logistics support for Education Programs, both MSFC specific and Agency supported, that include: program management, communication at Center and HQ levels, incorporation of NASA expertise, and the hosting of special events such as the: Engineering Design Challenge, Student Launch Initiative, and Student Robotics Program.

9.5.2 The Contractor shall assist in outreach activities and informing the public about Center education programs at Marshall and throughout NASA. These activities include: assisting in program logistical support, teacher/student workshops, program specific tours, and general dissemination of NASA products and services for informing the public.

9.5.3 The Contractor shall, as requested by the Government, provide input to the Education Computer Aided Tracking System (NEEIS), Education Programs Department weekly notes, Weekly Activity Reports (WAR), Education Programs Department Database (EPDD) System or any other reports that will be required.

### **10.0 PUBLIC AND EMPLOYEES COMMUNICATIONS**

This effort includes local, regional, and national news media and exhibit outreach activities. Support shall be provided in researching, writing and coordinating news releases and media advisories; arranging and conducting interactive television